

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNIVERSAL PROTECTION SERVICE,
LLC D/B/A ALLIED UNIVERSAL
SECURITY SERVICES,

Plaintiffs,

v.

SALIH KOC

Defendants.

Case No. 1:23-cv-10617

**DECLARATION OF SCOTT
LORBERBAUM IN SUPPORT OF
MOTION FOR TEMPORARY
RESTRAINING ORDER AND FOR
ORDER TO SHOW CAUSE WHY
PRELIMINARY INJUNCTION SHOULD
NOT ISSUE**

Pursuant to 28 U.S.C. § 1746, I, Scott Lorberbaum, am over the age of eighteen years old and competent to make the foregoing declaration, hereby declare under penalty of perjury that the following statements are true and correct to the best of my knowledge, information and belief:

1. I am currently employed by Universal Protection Service, LLC d/b/a Allied Universal Security Services (“Allied Universal”) as Director of Human Resources for the Northeast Region.

2. I make this Declaration in support of Plaintiffs’ Motion for a Temporary Restraining Order and Order To Show Cause Why Preliminary Injunction Should Not Issue based on my own personal knowledge and information I have gained in the course of my employment with Allied Universal.

3. Allied Universal operates as a security services company, providing tailored security solutions for various establishments, including offices, retail stores, storage facilities, parking lots, and construction sites across the United States, including the City and State of New York.

4. Salih Koc (“Koc”) was previously employed by SOS Security LLC (“SOS”).

5. In November 2019, Allied Universal's corporate affiliates acquired SOS. For those employees that Allied Universal hoped to retain as employees post-acquisition, Allied Universal offered them go-forward positions with Allied Universal. Allied Universal retained and hired Koc in the transition.

6. From March 6, 2020, until November 16, 2023, Allied Universal employed Defendant Koc as a salaried Client Manager overseeing, among other things, Allied Universal's luxury retail operations. As of September November 16, 2023 Koc's annual base salary was \$75,000 and he received other non-salary compensation such as vehicle allowance, gas card and incentive units.

7. As a condition of his employment with Allied Universal and in exchange for his access to Allied Universal's confidential and proprietary information, Koc entered into an Employment and Non-Solicit Agreement ("Employment Agreement") with Allied Universal containing various post-employment obligations on Mar 6, 2020. Under the terms of the Employment Agreement, Koc is, among other things, restricted from soliciting or accepting business from any Allied Universal's customers or prospective customers that he had contacted in the twelve months prior to his departure, for a period of one year. Koc is also restricted from disclosing confidential information and trade secrets of Allied Universal for a period of five years after his last day of employment. Attached hereto as **Exhibit A** is a true and correct copy of Koc's Employment and Non-Solicit Agreement, dated March 6, 2020.

8. In exchange for the issuance of incentive award units, Koc executed the Incentive Units Award Letter Agreement ("Incentive Units Agreement"), with Allied Universal on February 7, 2022, which also contained various post-employment obligations and granted him additional access to Allied Universal's confidential information, along with goodwill and specialized

training. Under the terms of the Incentive Units Agreement, Koc is restricted from engaging in competitive activity with Allied Universal for a period of one year, and from soliciting or accepting business from any Allied Universal customers that were existing or prospective customers or Allied Universal's employees for a period of 24 months. Koc is also restricted from disclosing confidential information and trade secrets of Allied Universal for a period of five years after his last day of employment. Attached hereto as **Exhibit B** is a true and correct copy of the Incentive Units Agreement, dated February 7, 2022. Exhibits A and B are referred to hereinafter as "the Agreements".

9. Koc's role as a Client Manager was important to Allied Universal's business operations in New York City, as he was responsible for leading its luxury retail business and managing of approximately 250 security professionals, including operations managers, shift supervisors and security guards.

10. To function properly as a client manager of his region, Allied Universal provided Koc with access to highly confidential and trade secret information pertaining to Allied Universal's operations, including pricing information such as bill and pay rates, client proposals, transition planning, and extensive customer contacts for Allied Universal's customers and clients.

11. Koc handled a wide range of responsibilities, including the management and supervision of operational, financial, administrative, client relations, and staff activities, while overseeing a substantial book of business, generating an annual revenue in excess of \$10,000,000. Koc possessed and exercised significant managerial discretion and independent judgment in his role as Client Manager. Allied Universal's Client Managers are entrusted with the responsibility of making informed decisions that align with Allied Universal's commitment to providing exceptional security services. This discretion allows Allied Universal's leaders to assess unique

situations, implement tailored solutions, and respond promptly to evolving security challenges. Allied Universal believes that empowering its Client Managers with the latitude to exercise sound judgment enhances Allied Universal's ability to deliver customized and effective security solutions that prioritize the safety and well-being of its clients and their assets. Allied Universal's Client Managers wield a crucial responsibility in exercising their managerial discretion when making hiring decisions.

12. During his tenure as Client Manager at Allied Universal, the company devoted significant resources to fostering Koc's relationships with clients. Koc was expected to become familiar with Allied Universal's clients and their specific needs and preferences. He was also expected to make regular site visits and respond to any problems or concerns. These relationships were nurtured for Allied Universal's benefit and not for Koc's individual gain.

13. On November 9, 2023, Koc submitted a resignation letter to Allied Universal, effective December 21, 2023. **Exhibit C**, "Koc's Resignation Letter"). He did not tell Allied Universal where he planned to work next.

14. Koc informed me that his last day of work would be November 30, 2023, and that he wanted to use the interval between November 30th and December 21st as paid time off.

15. On November 16, 2023, I learned that Koc would be employed by Doyle Services, Inc., ("Doyle") a security services company based in the State of New York.

16. Though I had not previously known of Doyle, after researching the company and viewing the public facing materials on its website, it became apparent that Doyle, like Allied Universal, is substantially engaged in the business of hiring security guards and providing security services to clients.

17. Doyle's mission statement, posted on its website indicates that its purpose and function is similar to Allied in that it provides "professional security services for the most demanding clients...[and] offer innovative solutions, and foster long-term partnerships with our clients.

18. Upon receiving information that Koc was planning on working for a competitor, Allied Universal initiated a search of Koc's electronic mail and discovered that beginning on October 16, 2023, and continuing through November 16, 2023, Koc had been sending emails from his Allied Universal email account, Salih.Koc@aus.com, to his personal email account kocsalih@hotmail.com, with dozens of proprietary, and confidential documents, and other pasted confidential information, including customer information.

19. In reviewing his emails, I learned that on Friday, October 13, 2023, Koc emailed himself a copy of his Employment and Non-Compete Agreement which, among other things, contains his restrictive covenant and provisions defining and prohibiting the use and disclosure of confidential information.

20. On Monday, October 16, 2023, Koc began a monthlong campaign of flagrantly violating this agreement emailing himself confidential information protected under the Agreements.

21. These files contained, *inter alia*, formal pricing proposals, letters of agreement to prospective clients setting forth wage rates and approximate number of hours for its staff, and various other details specific to each client. They also include service agreements and contracts with some of Allied Universal's existing clients that provide the names, addresses, account histories and contact information of the clients, the term and scope of work of the contracts, and the bill and pay rates applicable to the security officers at the site and client-specific pricing sheets.

Finally, they include an Allied Universal organizational chart that shows the names and job titles of the managers in New York and a detailed transition plan that would be useful if a client desired to replace one security services company with another. These materials were created with extensive research and development by Allied Universal.

22. There are also emails that contain only pasted email signatures of contacts at Allied Universal's clients that were part of Koc's portfolio including individuals who work at clients Gucci, Givenchy, Celine, Bottega Veneta, Berluti Stone Island and Nintendo. There are also emails containing a list of employees of a predecessor entity Koc used to work for, raising suspicion that Koc wanted to violate employee non-solicit provisions of his Agreements.

23. Koc also sent himself Allied Universal's proprietary forms which could be used to build a competitor company that functions similar to Allied Universal. These documents include Allied Universal's disciplinary action matrix, its employee handbook, employment agreements, vendor forms, incident reports, and other similar documents.

24. The files contained in the emails Koc sent himself have names such as:

- Marmara-Aus Proposal
- AUS Pricing Sheet 2024
- New York Dispatch Distribution
- Elysewalker Amendment to Service Agreement
- Hampton Inn Home 2 Suites Time Square
- Copy of New and update vendor form
- Disciplinary Form
- Disciplinary Matrix Guideline
- Luxury Retail Training

25. On November 16, 2023, at or around 1:30 PM, I summoned Koc to a meeting.

26. At the meeting, I informed Koc that Allied Universal was aware that Koc had emailed himself confidential Allied Universal documents and asked if there was any business-related justification for taking this information.

27. Koc failed to provide any rationale or justification for his actions.

28. I also told Koc that I was aware he had accepted employment at Doyle, and asked him what type of position he planned to hold. At no point did he confirm or deny that he planned to work for Doyle and provided no details about his post-employment plans other than stating that he had not told anyone at Allied Universal of his plans.

29. Koc's resignation was accepted to become immediately effective and he was escorted out of the office.

30. Both of the Agreements require Koc to "promptly notify the Company in writing of the name and address of each business with whom [Koc] is associated...for a period of twenty four (24) months following the end of [Koc's] employment with the Company."

31. I then handed Koc a letter prepared by a law firm representing Allied Universal, which, among other things, reminded him of the post-employment provisions contained in Koc's Employment and Non-Compete Agreement and the Incentive Units Agreement. See **Exhibit D**, Koc Post-Employment Letter.

32. The letter also contained instructions regarding the disposition of confidential information and directed Koc to contact Allied Universal's legal counsel no later than November 17th for the purpose of submitting his electronic devices for a forensic examination.

33. Upon information and belief, Koc has not made any attempt to contact Allied Universal or its attorneys.

34. If Koc is permitted to take Allied Universal's confidential materials — products of Allied Universal's extensive research and development — and share them with any of Allied Universal's competitors, the damage to Allied Universal would be immeasurable. Such disclosure would enable Koc and Doyle to capitalize on Allied Universal's business models, develop

counterstrategies, and gain an edge over Allied Universal in the market, thereby depriving Allied Universal of the full competitive advantage that it has diligently earned in the security market.

35. Allied Universal takes steps to protect the confidentiality of its information, such as restricting access to the information, password protecting its servers and individual devices, and requiring employees who have access to this information to sign confidentiality agreements.

36. The confidential and trade secret documents taken by Koc include the following:

37. The Documents entitled: AUS Certificate.pdf (4.22 MB), Workers Compensation 101 - C240s and C11s form completion (002).pdf (1.92 MB), DailyPay Manager Guide _5_.docx (128.04 KB), Employee FAQs Daily Pay.pdf (216.62 KB), 20220524 - Unbilled hours engagement vF.pptx (719.71 KB), New Hires Not Working (12).xlsx (7.55 KB), Upcoming Unarmed SP License Expirations (Active Employees) (19).xlsx (28.44 KB), Interviews Scheduled - SP Detail (V2) (1).xlsx (32.69 KB), List of Academy Courses Missing to be 100% (18).xlsx (38.62 KB), Union EEs _ Working Non-Union Jobs (3).xlsx (88.59 KB), Union EEs _ No Hours Worked (10).xlsx (17.05 KB), UNION ROSTER CHANGE TIMELINES 5.30.23.pptx (468.3 KB), Union Blank Dues Card (2).pdf (1.29 MB), SSOBA blank card.pdf (1.1 MB), attached to an email sent on October 16th, 2023, at 11:45 AM, UTC.

38. Invoice information including past due balances and other information contained in an email sent on October 16, 2023 at 12:46:32 UTC, concerning Allied Universal luxury retail client, Khaite.

39. Invoice information including past due balances and other information contained in an email sent on October 16, 2023 at 12:46:55 PM, UTC, concerning Allied Universal client Jamestown Commercial Management.

40. Document entitled: AU Time-Off Request Form.pdf (103.96 KB), AUS Incident Report.pdf (25.32 KB), AUS Time Sheet 529.pdf (121.21 KB), Coaching-Counseling-Disciplinary Notice - Write-In (rev 8-2017).pdf (109.79 KB), Company Letter.pdf (44.12 KB), Contact Tracing Application Acknowledgment - Louis Vuitton.pdf (60.63 KB), Copy of Blank TIMESHEET.xlsx (17.83 KB), Copy of Blank Voucher silvertein properties Jamestown.xlsx (119.35 KB), Copy of Copy of Stop Payment Affidavit Form.xls (66 KB), Copy of New and update vendor form.xlsx (36.28 KB), Disciplinary Form.xlsx (51.81 KB), Disciplinary Matrix Guideline.pdf (53.41 KB), Employee Handbook - AU - SP.pdf (763.67 KB), Luxury Retail Training.pdf (83.92 KB), Luxury Retail Training2.pdf (153.22 KB), LV ONSTAGE 2020.pdf (725.92 KB), NYC Sexual Harassment Info Sheet.pdf (220.73 KB), NYC Health Dep. Form for State PSL Appendix B.pdf (210.42 KB), attached to an email sent on October 16, 2023 at 12:57:15 PM, UTC.

41. Documents entitled: Vapon Assignment.pdf (14.46 KB), (AUS- Incentive Units Award Letter (Form of Award Letter) (2.7.2022)) (RCA- True).DOCX.pdf (476.62 KB), 20201120090405283.pdf (84.65 KB), 20220525081919832.pdf (167.42 KB), 20220525081940559.pdf (115.43 KB), Affirmation.pdf (19.82 KB), Aplication.pdf (157.42 KB), AUS T.E-P Card Request and Agreement Policy Rev. 3 - 7.15.19 EF.pdf (336.12 KB), Child.pdf (44.57 KB), Co-Habi YK.pdf (20.33 KB), Confidentiality Request Form.pdf (204.61 KB), Confidentiality.pdf (58.43 KB), DMV.pdf (570.65 KB), Elysewalker AMENDMENT TO SERVICE AGREEMENT Revised 2-14-23 (1) final.pdf (436.3 KB), Exhibit B.pdf (68.6 KB), Exhibit D.pdf (45.71 KB), Fingerprints.pdf (38.02 KB), goruntule.pdf (209.5 KB), Hampton Inn.Home2 Suites Times Square.docx (8.37 MB), Hampton Inn.Home2 Suites Times Square.pdf (2.67 MB), ID.pdf (62.81 KB), IMG_4186.heic (56.85 KB), Interview.pdf (254.29 KB), Koc Salih

- RT Offer Letter (1).pdf (937.19 KB), KUYEY TURK 11.docx (12.06 KB), License Division.pdf (25.47 KB), Nassau County Police Department.docx (11.99 KB), NJ SORO.JPG (100.95 KB), Passport.pdf (226.37 KB), Passport1.pdf (229.89 KB), Passport12.pdf (229.89 KB), Pay Stubb SK.pdf (50.51 KB), Paycheck.pdf (209.74 KB), Paycheck1.pdf (209.75 KB), Penal Law.pdf (17.58 KB), Referans.pdf (25.38 KB), Sabiha.jpg (389.11 KB), sabiha1.jpg (447.62 KB), Safe Guard.pdf (45.43 KB), Salih K.docx (14.6 KB), Salih K1.xlsx (13.48 KB), salih recommendation letter_.docx (12.82 KB), Salih_Koc_-_Allied_Universal_Incentive_Units_.pdf (702.36 KB), salih1.jpg (3.4 MB), salihA.jpg (770.71 KB), SalihP (2).jpg (88.58 KB), SalihP (3).jpg (70.76 KB), SalihP.jpg (93.06 KB), Silverstein.pdf (34.41 KB), SK Picture.pdf (26.63 KB), SK.jpg (732.75 KB), SK1.jpg (2 MB), SK-Licence.pdf (50.45 KB), SS.pdf (60.16 KB), Summary.pdf (280.1 KB), tapu.jpg (159.88 KB), attached to an email sent on October 16, 2023 at 1:00:42 PM, UTC.

42. Documents entitled: LVMH Action Plan - 09-08-2023.xls (126.5 KB), LVMH Security professional guidelines.docx (26.69 KB), FIRE COMMAND STATION OPERATIONS.docx (15.48 KB), FSD.doc Fire duties.doc (29 KB), Security Desk check list.docx (13.75 KB), points log menu.docx (15.46 KB), attached to an email sent on October 16, 2023 1:08:01 PM, UTC.

43. Documents entitled: Worksheet in C Users salih.koc AppData Local Microsoft Windows INetCache Content.Outlook MFVW0QD3 Meeting Agenda - 04.21.2020.xlsx (117.61 KB), 05.14.20 - Luis vuitton New Vendor Request Form 2020.xlsx (723.57 KB), 12.15.21 - MARC0001 New and update vendor form.xlsx (35.24 KB), 2020 W9 SOS INTERMEDIATE HOLDING, LLC_ AN ALLIED UNIVERSAL COMPANY_Phildelphia.pdf (78.74 KB), Adobe Connect.lnk (1018 Bytes), AUS Temporary Security Professional Service Agreement (10-12-

17).docx (80.3 KB), BM CRUZ NY MASTER 8-13-20.xlsx (32.78 KB), Copy of 202102_NY SSOBA SOS LV.xlsx (131.02 KB), Copy of BM CRUZ NY 10-2-NEW.xlsx (16.86 KB), Copy of Copy of Blank Monthly Badge Counts 2.xlsx (59.52 KB), Copy of Copy of Copy of Former SOS roster NEW.xlsx (241.39 KB), Copy of Former SOS roster.xlsx (239.61 KB), Copy of SK client.xlsx (50.62 KB), Copy of SOS Client Data Sheet - 02.15.2020 v1.xlsx (101.17 KB), Copy of SOS Wave 1 Employees-Ralph Cruz1.xlsx (104.01 KB), Copy of SOS_Employees.xlsx (1.49 MB), Copy of SSOBA - SOS transition roster_job validation.xlsx (166.4 KB), Copy of SSOBA SOS audit.xlsx (61.58 KB), Copy of Wage Collection Louis Vuitton RFP 4.28.20.xlsx (38.88 KB), Meeting Recap 12-15-16.pptx (534.01 KB), Meeting Recap Guide.doc (91.5 KB), attached to an email sent on October 16, 2023 1:07:33 PM, UTC.

44. Documents entitled: White Glove Customer Service (4).pptx (27.17 MB), Core Training Program Descriptions 2-17-22.pdf (181.54 KB), Luxury Retail Training.pdf (83.92 KB), Be Calm and De.pdf (75.31 KB), Retail Post Orders.pdf (87.91 KB), attached to an email sent on October 16, 2023 at 1:09:53 PM, UTC.

45. Documents entitled: Allied Universal Security - Call Tree 1177 - 529 - 116.docx (80.92 KB), 116 Action Plan.xls (99 KB), sent on October 16, 2023 at 1:11:33 PM, UTC.

46. Billing rates for security guards and other confidential client contact information for Namdar Realty Group contained in an email sent on October 20, 2023 at 1:17:01 PM, UTC.

47. Confidential client contact information for client Jamestown LP contained in an email sent on November 2, 2023 at 6:15:48 PM, UTC.

48. A document entitled: SK 1244f6ae-b8df-47ca-b64a-4645ad2fb3cb.pdf (135.25 KB), SK d3bc8212-5b46-405e-a077-c770026d4a4f.pdf (134.79 KB) attached to an email sent on November 4, 2023 at 3:40:28 PM, UTC.

49. Confidential client contact information for luxury retail clients: Gucci, Givenchy, Celine, Valentino, Berlutti, and retailer Nintendo, contained in an email sent on November 8, 2023 at 7:48:59 PM.

50. Confidential client contact information for luxury retail client Lululemon, sent on November 8, 2023 at 8:14:55 PM, UTC.

51. Documents entitled: Marmara - 32nd St. with FLSD - AUS Pricing Sheet 2024-1.pdf (104.36 KB), Marmara - AUS - Proposal.docx (5.3 MB), attached to an email sent on November 9, 2023 at 3:01:45 PM, UTC.

52. Confidential client contact information for luxury retail clients Brunello Cucinelli, Khaite and Valentino, contained in an email sent on November 11, 2023 at 11:44:33 PM, UTC.

53. Confidential client contact information for retail client Abercrombie & Fitch, contained in an email sent on November 11, 2023 at 11:50:02 PM, UTC.

54. A document entitled: NJ Branch 4-4-18.xlsx (32.95 KB), New York DISPATCH DISTRIBUTION.xlsx (45.6 KB) containing a list of employees located in the Northeastern United States, working for SOS Security, a security services company acquired by Allied Universal, contained in an email sent on November 12, 2023 at 12:08:31 AM, UTC.

55. A document entitled NE Employee Information.xlsx (391.38 KB) and other confidential information containing a information about former SOS Security personnel, contained in an email sent on November 12, 2023 at 12:09:29 AM, UTC.

56. Documents entitled: Mamara AUS Agreement.pdf (649.23 KB), Marmara - 32nd St. with FLSD - AUS Pricing Sheet 2024-1.xlsx (13.29 KB), contained in an email sent on November 14, 2023 at 1:49:12 PM, UTC.

57. Documents entitled: dos-0613-f-pi-bea-wgp-support-staff-employees-statement_02.2023.pdf (993.86 KB), On-The-Spot_Award.pdf (1.57 MB), The FNA Group.pdf (79.74 KB), Valentino 11-09.pdf (315.65 KB), Marmara - AUS - Proposal.docx (5.3 MB), Marmara - 32nd St. with FLSD - AUS Pricing Sheet 2024-1.pdf (104.36 KB), contained in an email sent on November 16, 2023 at 2:23:55 PM, UTC.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Executed this 4th day of December.

A handwritten signature in black ink, appearing to read 'Scott Lorberbaum', is written above a horizontal line.

Scott Lorberbaum